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In the Matter of the Petition)	
of Intrado Communications of Virginia Inc. for)	
Arbitration Pursuant to Section 252(b) of the)	WC Docket No. 08-33
Communications Act of 1934, as amended, to)	
Establish an Interconnection Agreement with)	
Central Telephone Company of Virginia and)	
United Telephone - Southeast, Inc.)	
)	

Intrado Communications of Virginia Inc. (“Intrado Comm”) and Central Telephone Company of Virginia d/b/a CenturyLink and United Telephone Southeast LLC d/b/a CenturyLink (collectively, “CenturyLink”) (formerly, Embarq), by their attorneys, hereby request approval of the attached commercial agreement between the parties and request that, upon approval of this agreement, the Commission terminate this arbitration proceeding.

On June 4, 2008, the Commission preempted the Virginia Corporation Commission pursuant to 47 U.S.C. § 252(e)(5) and 47 C.F.R. § 51.801(a), and assumed exclusive jurisdiction over this proceeding.¹ Intrado Comm filed a petition for arbitration on August 13, 2008, and CenturyLink answered the petition on September 8, 2008.² Since that time, the Commission has

¹ *In the Matter of Petition of Intrado Communications of Virginia Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Arbitration of an Interconnection Agreement with Central Telephone Company of Virginia and United Telephone – Southeast, Inc. (collectively, Embarq)*, WC Docket No. 08-33, Memorandum Opinion and Order, DA 08-1330 (rel. June 4, 2008).

² Intrado Comm also filed a petition for arbitration in WC Docket No. 08-185 for interconnection with Verizon South Inc. and Verizon Virginia Inc. The Commission consolidated the arbitrations on its own motion. *See* Order, DA 08-2682 (rel. Dec. 9,

held multiple meetings regarding the arbitration and sought comment on a policy issue concerning the competitive provision of 911 services that arose in connection with the arbitration proceeding.³ In addition, the parties have continued to negotiate the terms and conditions for interconnection between them, and have regularly reported progress to the Commission in this docket.

Now, after extensive negotiations, Intrado Comm and CenturyLink have reached agreement on the rates, terms and conditions for interconnection pursuant to Section 251(a) of the Communications Act, 47 U.S.C. § 251(a). The parties signed a “Wireline E911 Network Services Commercial Interconnection Agreement” on May 18, 2011. This commercial agreement will render all issues in Intrado Comm’s Petition for Arbitration moot.

Section 51.805(a) of the Commission’s Rules provides that the Commission “shall approve or reject any interconnection agreement adopted by negotiation, mediation or arbitration for which the Commission, pursuant to section 252(e)(5) of the Act, has assumed the state commission’s responsibilities.” 47 C.F.R. § 51.805(a). In accordance with this section, the parties hereby submit the attached commercial agreement for approval by the Commission. The

2008). On September 13, 2010, the Commission granted Intrado’s Motion to Withdraw its Petition for Arbitration in WC Docket 08-135. *See In the Matters of Petition of Intrado Communications of Virginia Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Arbitration of an Interconnection Agreement with Central Telephone Company of Virginia and United Telephone–Southeast, Inc. (collectively, Embarq), WC Docket No. 08-33, Petition of Intrado Communications of Virginia Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Arbitration of an Interconnection Agreement with Verizon South Inc. and Verizon Virginia Inc. (collectively, Verizon), WC Docket No. 08-135, Order, DA 10-1733 (rel. Sept. 13, 2010).*

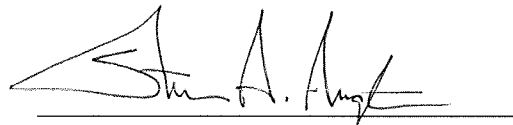
³ *See Comment Sought on Competitive Provision of 911 Service Presented by Consolidated Arbitration Proceedings*, WC Docket Nos. 08-33 and 08-185, Public Notice, DA 09-1262 (rel. June 9, 2009).

commercial agreement is consistent with the interconnection obligations of all telecommunications carriers under Section 251(a).

Upon approval of this commercial agreement by the Commission, all issues between Intrado Comm and CenturyLink identified for arbitration will be moot. Accordingly, Intrado Comm and CenturyLink request that the Commission also terminate this docket upon approval of the commercial agreement.

Respectfully submitted,

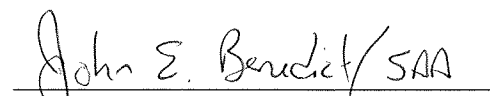
**INTRADO COMMUNICATIONS OF
VIRGINIA INC.**



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**CENTRAL TELEPHONE COMPANY
OF VIRGINIA d/b/a CENTURYLINK
AND UNITED TELEPHONE
SOUTHEAST LLC d/b/a
CENTURYLINK**



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Date: June 17, 2011

Their Attorneys

CERTIFICATE OF SERVICE

I, Christopher S. Koves, hereby certify that on the 17th day of June, 2011, a true and correct copy of the foregoing document was served on the following parties of record via the method indicated:

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554
VIA ECFS

Michele Levy Berlove
William Dever
William Kehoe
Carol Simpson
Mathew Warner
Federal Communications Commission
Wireline Competition Bureau
Competition Policy Division
445 12th Street, S.W.
Washington, D.C. 20554
VIA ELECTRONIC MAIL



Christopher S. Koves



**WIRELINE E911 NETWORK SERVICES
COMMERCIAL INTERCONNECTION AGREEMENT**

BETWEEN

INTRADO COMMUNICATIONS, INC.

AND

**CENTRAL TELEPHONE COMPANY OF VIRGINIA D/B/A CENTURYLINK
UNITED TELEPHONE SOUTHEAST LLC D/B/A CENTURYLINK**

WIRELINE E911 NETWORK SERVICES COMMERCIAL INTERCONNECTION AGREEMENT

This Commercial Interconnection Agreement ("Agreement"), dated May 10, 2011, is entered into by and between Intrado Communications Inc. ("Intrado") and Central Telephone Company of Virginia d/b/a CenturyLink and United Telephone Southeast LLC d/b/a CenturyLink (collectively "CenturyLink")

Whereas, Intrado and CenturyLink (the "Parties", or individually, a "Party") enter this Agreement to establish the rates, terms and conditions governing each Party's provision of Services (as described herein) to the other Party pursuant to this Agreement and any Schedules identified herein and incorporated herein by reference (hereinafter any reference to this Agreement shall be deemed to include such Schedules)..

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties agree as follows:

1. **DEFINITIONS.** The following terms shall have the meanings set forth below when such terms appear in capitalized form within this Agreement, but such defined terms shall not be exclusive of any other capitalized terms which may be specifically defined in other provisions of this Agreement.
 - 1.1. **"911 Service"** or **"911 Service"** means a universal telephone number that gives the public direct access to the Public Safety Answering Point ("PSAP"). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
 - 1.2. **"Act"** means the Communications Act of 1934, as amended.
 - 1.3. **"Affiliate"** is a legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.
 - 1.4. **"Agreement"** means this Agreement and all exhibits, schedules, or other attachments to this Agreement that are specifically identified and incorporated herein by reference.
 - 1.5. **"Automatic Location Identification/Data Management System ("ALI/DMS")** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for E911 systems, as defined in the NENA Glossary, which may be modified from time-to-time.
 - 1.6. **"Automatic Location Identification" ("ALI")** means a feature that provides the caller's telephone number, address and the names of the Emergency Response agencies that are responsible for that address.
 - 1.7. **"Automatic Number Identification" ("ANI")** is a feature that identifies the number of a telephone line that originates a call.
 - 1.8. **"Business Day(s)"** means the days of the week excluding Saturdays, Sundays, and all CenturyLink holidays.
 - 1.9. **"Commission"** means the Virginia State Corporation Commission.

- 1.10. **"Customer Proprietary Network Information" ("CPNI")** shall have the meaning specified in the 47 USC §222.
- 1.11. **"Day(s)"** means calendar days unless otherwise specified.
- 1.12. **"Database Management System" ("DBMS")** is a computer process used to store, sort, manipulate and update the data required to provide Selective Routing and ALI.
- 1.13. **"E911 Service" or "Enhanced 911 Service"** means an emergency telephone service which includes network switching, data base and CPE elements capable of providing Selective Routing, selective transfer, fixed transfer, caller routing and location information, and ALI.
- 1.14. **"E9-1-1 Authority" or "911 Administrator"** means the administrative jurisdiction of a particular 911 system, as defined in the NENA Glossary, which may be modified from time-to-time. This could be a county/parish or city government, a special 911 or emergency communications district, a council of governments, an individual PSAP or other similar body.
- 1.15. **"E911 Network" or "Wireline E911 Network"** is as defined in 47 CFR § 9.3.
- 1.16. **"Emergency Response Agency"** is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.17. **"Emergency Service Number" ("ESN")** means a three to five digit number that represents one or more Emergency Service Zones (ESZs), as defined in the NENA Glossary, which may be modified from time-to-time. An ESN is defined as one of two types: administrative ESN and routing ESN.
- 1.18. **"Emergency Service Zone" or "ESZ"** is a geographical area that represents a unique combination of emergency service agencies (e.g., law enforcement, fire and emergency medical service) that are within a specified 911 governing authority's jurisdiction, as defined in the NENA Glossary, which may be modified from time-to-time. An ESZ can be represented by an Emergency Service Number to identify the ESZ.
- 1.19. **"End User"** for purposes of this Agreement means, customers who are provided dial tone service by either Party, at retail, or by a wholesale customer of either Party
- 1.20. **"FCC"** means the Federal Communications Commission.
- 1.21. **"Master Street Address Guide" or "MSAG"** means a data base of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 911 calls, as defined in the NENA Glossary, which may be modified from time-to-time.
- 1.22. **"National Emergency Number Association" ("NENA")** is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.23. **"NENA Company Identifier" or "NENA Company ID"** means a three to five (3 to 5) character identifier that distinguishes the entity providing voice service (e.g. wireline, wireless, VoIP, PBX, etc.) to the End-Users, as defined in the NENA Glossary, which may be modified from time-to-time. The company identifier registry is maintained by NENA in a nationally accessible data base.
- 1.24. **"Parties"** means, jointly, CenturyLink and Intrado, and no other entity, affiliate, subsidiary or assign.
- 1.25. **"Party"** means CenturyLink or Intrado, and no other entity, affiliate, subsidiary or assign.
- 1.26. **"pseudo-ANI" or "pANI"** means a number, consisting of the same number of digits as ANI, that is not a North American Numbering Plan telephone directory number and is used in place of an ANI to support routing of 911 calls.

- 1.27. **"Public Safety Answering Point" or "PSAP"** means a point that has been designated to receive 911 calls and route them to emergency service personnel.
- 1.28. **"Selective Router" or "SR" or "E911 Tandem Switch"** means the switch that provides the tandem switching of 911 calls. It controls delivery of the voice call with ANI to the PSAP and provides Selective Routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP. It is also known as 911 Selective Routing Tandem or Enhanced 911 Control Office.
- 1.29. **"Selective Routing"** is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or Wire Center boundaries.
- 1.30. **"Service" or "Services"** means the commercial services provided under this Agreement, as more specifically described in Schedule 1. As used in this Agreement, the term "Service(s)" means all commercially available services provided pursuant to this Agreement.
- 1.31. **"Shell Records"** means those pre-provisioned records used for Pseudo-ANI.
- 1.32. **"Street Index Guide" ("SIG")** is an CenturyLink database defining the geographic area of an E911 Service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to CenturyLink.
- 1.33. **"Tariffs"** any tariffs filed at the state or federal level for the provision of a Telecommunications Service that may include the terms, conditions and pricing of that service. A Tariff may be required or voluntary and may or may not be specifically approved by the appropriate state commission or FCC.
- 1.34. **"Telecommunications Service"** is as defined in 47 CFR §153(46).
- 1.35. **"Telecommunications"** is as defined in 47 CFR §153(43).
- 1.36. **"VoIP" or "Interconnected Voice over Internet Protocol"** means a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires IP-compatible customer premises equipment (CPE); and (4) permits users to generally receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

2. TERM

- 2.1. This Agreement shall not become effective unless and until it has been fully signed by both Parties.
- 2.2. This Agreement shall have an initial term (the "Initial Term") of thirty (30) months from and after the Effective Date. Upon expiration of the Initial Term the Agreement shall continue in effect on a month to month basis at the same rates in effect upon expiration of the Initial Term, unless either Party provides written notice to the other Party at least thirty (30) Days in advance of the expiration of the Initial Term, or any renewal Term (each hereafter referred to as the "Term"), as the case may be, advising that further renewals will not go into effect.
- 2.3. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part if the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) Days after written notice thereof. The non-defaulting Party may pursue all available legal and equitable remedies for such breach.

- 2.4. The Parties reserve the right to terminate this Agreement immediately upon written notice from the other Party that it has ceased doing business in this state.
- 2.5. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated in this Agreement to survive termination.
- 2.6. Notwithstanding the above, CenturyLink shall provide sixty (60) days prior written notice to Intrado if CenturyLink intends to sell or trade substantially all the assets in an exchange or group of exchanges that CenturyLink uses to provide Telecommunications Services. After providing such notice to Intrado, CenturyLink may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges in accordance with relevant state commission approvals.

3. SERVICES AND RATES

- 3.1. This Agreement sets forth the rates, terms and conditions under which the Parties agree to exchange certain telecommunications related functions, products and/or services. The Parties acknowledge and agree that the provisions set forth in this Agreement were negotiated in accordance with Section 251(a) of the Communications Act of 1934, as amended ("Act
- 3.2. The Services described in Schedule A will be provided by the Parties for the purpose of allowing the Parties to provide services to End Users and PSAPs.
- 3.3. Compensation for the Services shall be as set forth in the Pricing Schedule B. Any services or facilities not listed on the Pricing Schedule B shall be governed by the applicable tariff.

4. BILLING AND PAYMENT

- 4.1. Payments under this Agreement shall be made in U.S. currency and the Parties may limit or modify the form(s) of payment that will be accepted from time to time, and shall not be obligated to accept card payments (e.g., credit/debit/ATM cards) or any form of payment that reduces the net amount received by the Parties. A Party's acceptance of late or partial payments (even those marked, "Paid in Full") and late payment charges is not a waiver of its right to collect the full amount due. The Parties' payment obligations include late charges and third party collection costs a billing Party incurs, including reasonable attorneys' fees, if the other Party fails to cure its breach of these payment terms. The billing Party may charge a late fee or take other action to compel payment of past due amounts after written notice to the other Party, including suspension or termination of Services, unless prohibited by applicable law or regulation. Service that is suspended or terminated for nonpayment may be subject to a reconnection charge. A Party may not offset disputed amounts from one invoice against payments due on the same or another account.
- 4.2. Subject to the terms of this Agreement, the Parties shall pay invoices in full within thirty (30) days from the bill date shown on the invoice. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next Business Day
- 4.3. If an invoice is not paid within forty five (45) Days after the bill date, the billing Party will suspend processing new orders and cancel any pending orders.
- 4.4. If the account remains delinquent sixty (60) Days after the bill date, the billing Party will terminate all services under this Agreement, after written notice.

- 4.5. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement.

- 4.5.1 Itemized, written disputes must be filed with the billing Party, no later than the due date of the related invoice as follows:

CenturyLink's Wholesale Dispute Center at CenturyLink's National Exchange Access Center (NEAC) using the form(s) included in the following link:

<http://www.centurylink.com/Pages/Identification/wholesaleIdentification.jsp>

Intrado Communications Inc.
Director - Carrier Relations
1601 Dry Creek Drive
Longmont, CO 80503

- 4.5.2 The Parties will cooperate to resolve any disputed charge as soon as possible. Each Party will notify the other Party of its determination, and if the charges are determined to be valid the other Party will pay the disputed amount.
- 4.5.3 After attempting to resolve the dispute in accordance with Section 8, either Party may take appropriate legal action to recover amounts it believes it is due and if it is determined that any amount is due to the other, the Party will pay that amount.
- 4.6. Either Party may assess late payment charges to the other Party on past due amounts, which are not disputed until the amount due is paid in full. Such late payment charges will be calculated using a rate equal to the lesser of:
- 4.6.1. the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date, including the date the billed actually makes the payment to the other Party; or
- 4.6.2. The total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date the billed Party actually makes the payment to the other Party.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Intellectual property includes, without limitation, patent, copyright, trade mark, trade secrets, and other proprietary rights. Each Party grants to the other Party a limited license to its intellectual property solely to the extent necessary for the use of any facility or equipment (including software) or for the receipt of Services as provided under this Agreement. Except for such limited license to use its intellectual property, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 5.2. The Parties acknowledge that their rights under this Agreement may be subject to or limited by intellectual property rights and contract rights of third parties. Each Party agrees to use its best efforts to obtain for the other Party, third party intellectual property rights with respect to the Services, under commercially reasonable terms.
- 5.3. All costs associated with the extension of third party intellectual property rights to either Party pursuant to Section 5.2, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing the Services.

- 5.4. The Parties hereby convey no licenses to use such third party intellectual property rights and make no warranties, express or implied, concerning either Party's rights with respect to such third party intellectual property rights and contract rights.

6. INSURANCE

- 6.1. During the term of this Agreement, the Parties shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any property is located, not less than the following insurance;
- 6.1.1. Commercial General Liability with limits of not less than \$1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability;
 - 6.1.2. Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability;
 - 6.1.3. Workers Compensation as provided for in the jurisdiction where the property is located, with an Employer's Liability limit of not less than \$500,000 per accident or disease; and
 - 6.1.4. Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability; and
- 6.2. "All Risk" property insurance on a full replacement cost basis insuring the Parties own property situated on or within the property. The Parties agree that neither Party has any liability for loss of profit or revenues should an interruption of service occur.
- 6.3. Nothing contained in this Section shall limit either Party's liability to the other Party to the limits of insurance certified or carried;
- 6.4. All policies required of the Parties shall contain evidence of the insurer's waiver of the right of subrogation against the other Party for any insured loss covered thereunder with respect to property only. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that the Parties may carry;
- 6.5. Upon written request, a Party shall furnish the other Party a certificate or certificates of insurance, satisfactory in form and content evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled without first endeavoring to give at least thirty (30) Days prior written notice to the other Party.

7. IMPLEMENTATION PLAN

- 7.1. The Parties understand that the arrangements and provision of Services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to work cooperatively to implement this Agreement and each Party agrees to provide the other Party information necessary to establish and maintain accounts and Services under this Agreement.

8. TAXES

- 8.1. For purposes of this Section, the terms "taxes" and "fees" shall include but are not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated, (including Tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be

imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

8.2. Taxes and Fees Imposed Directly On Either Party.

8.2.1. Taxes and fees imposed on a Party, which are not permitted or required to be passed on by such Party, to its customer, shall be borne and paid by such Party.

8.3. Taxes and Fees Imposed on one Party but Collected And Remitted by the other Party.

8.3.1. Taxes and fees imposed on a Party shall be borne by such Party, even if the obligation to collect and/or remit such taxes or fees is placed on the other Party

8.3.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the Party upon whom the taxes and fees are imposed (the "Taxed Party") shall remain liable for any such taxes and fees regardless of whether they are actually billed by the other Party at the time that the respective service is billed.

8.3.3. If the Taxed Party determines that in its opinion any such taxes or fees are not payable, the other Party shall not bill such taxes or fees to the Taxed Party if the Taxed Party provides written certification, reasonably satisfactory to the other Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that a Taxed Party has determined and certified not to be payable, or any such tax or fee that was not billed by the other Party, the Taxed Party may contest the same in good faith, at its own expense. In any such contest, the Taxed Party shall promptly furnish the other Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the Taxed Party and the taxing authority.

8.3.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee during the pendency of such contest, the Taxed Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

8.3.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the Taxed Party shall pay such additional amount, including any interest and penalties thereon.

8.3.6. Notwithstanding any provision to the contrary, the Taxed Party shall protect, indemnify and hold harmless (and defend at the Taxed Party's expense) the other Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the other Party in connection with any claim for or contest of any such tax or fee.

8.3.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

8.4. Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

- 8.5. To the extent a sale is claimed to be for resale and thus subject to tax exemption, the Taxed Party shall furnish the other Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. If Applicable Law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the other Party will not collect such Tax if the Taxed Party furnishes the other Party with a letter or other evidence of exemption, reasonably satisfactory to the other Party, claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate. If the exemption is later found to be invalid by the applicable jurisdiction, then the Taxed Party shall pay any tax, interest and/or penalty that is determined to be due, and shall be responsible for any costs incurred by the other Party, including but not limited to reasonable attorneys' fees

9. DISPUTE RESOLUTION

9.1. Option to Negotiate Disputes.

- 9.1.1. The Parties shall resolve any issue, dispute, or controversy arising out of or relating to this Agreement using the following procedures. Any Party may give the other Party notice of any dispute not resolved in the normal course of business. Within ten (10) Days after delivery of the notice, representatives of both Parties may meet at a mutually acceptable time and place, and as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.
- 9.1.2. Each Party will provide at least two (2) Business Days' notice if it intends to be accompanied at a meeting by an attorney, and the other Party may also be accompanied by an attorney. All negotiations under this Section are confidential and will be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state rules of evidence.

- 9.2. Waiver of Jury Trial. Each Party waives its right to a jury trial in any court action arising among the Parties, whether under or otherwise related to this Agreement, and whether made by claim, counterclaim, third party claim or otherwise

- 9.3. Arbitration. Subject to Section 10.1.1, any dispute arising out of or relating to this Agreement may, at the option of the Parties, be finally settled by private arbitration. If, for any reason, the jury waiver in Section 10.2 is held to be unenforceable the Parties agree to binding arbitration for any dispute arising out of this Agreement or any claim arising under any federal, state, or local statutes, laws or regulations, under the applicable commercial rules of the CPR Institute for Dispute Resolution and 9 U.S.C. § 1, et. seq. Any arbitration will be held in Virginia and be subject to the governing law provision of these Standard Terms and Conditions. Discovery in the arbitration will be governed by the Local Rules applicable in the United States District Court for the District of Virginia.

10. DISCLAIMER OF WARRANTIES

- 10.1. **UNLESS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, FUNCTIONALITY, RELIABILITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF INTELLECTUAL PROPERTY NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.**

11. CONFLICTS PROVISION

- 11.1. If a conflict exists between this Agreement and any Schedule or Exhibit attached hereto, the Schedule or Exhibit shall prevail.

12. TRADEMARKS

- 12.1. Neither Party will use the service marks, trademarks, trade secrets, name, logos, or carrier identification code ("CIC") of the other Party or any of its affiliates for any purpose, without the other Party's prior written consent. No rights, and particularly licenses, to trademarks, inventions, copyrights, patents, or any other intellectual property rights are implied or granted under this Agreement or by the conveying of information between the Parties, which shall be subject to the provisions of this Agreement governing the treatment of Confidential Information.

13. PUBLICITY

- 13.1. Intrado will not, without CenturyLink's prior written consent, make any press release concerning this Agreement. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

14. TERMINATION

- 14.1. A Party may immediately terminate this Agreement or discontinue Services under the following circumstances: If the other Party fails to cure its breach of the payment terms within ten (10) Days after written notice of such delinquency; or,
- 14.2. The other Party fails to cure any other material breach of this Agreement. To terminate under this Section, a Party must give the defaulting Party written notice of a material breach. The defaulting Party's opportunity to cure will be a minimum of thirty (30) Days from receipt of notice. If the defaulting Party fails to cure, the other Party may terminate thirty (30) Days after giving the written notice of the failure to cure. A material failure does not include a failure caused by a force majeure event.
- 14.3. The other Party provides false or deceptive information establishing, using or paying for Services or the other Party engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services
- 14.4. The other Party fails to comply with applicable law or regulation and the other Party's noncompliance prevents the terminating Party's performance under the Agreement
- 14.5. A Party may terminate this Agreement without liability with at least thirty (30) Days notice to the other Party under the following circumstances:
- 14.5.1. If the other Party does not meet its undisputed obligations, including judgments, to third parties as those obligations become due; or,
- 14.5.2. The other Party becomes subject to a bankruptcy, insolvency, administration, reorganization or liquidation proceeding, or any other similar or related company reconstruction, receivership or administration action, whether voluntary or involuntary; or,
- 14.5.3. If the other Party makes an assignment for the benefit of creditors or becomes insolvent. For purposes of this Agreement, the term insolvent shall include: (a) Party stock is removed or delisted from a trading exchange, (b) A Party long-term debt goes on a watch or warning list, or (c) A Party long-term debt rating is downgraded more than two levels from its debt rating as of the Effective Date.
- 14.6. Notwithstanding termination of this Agreement pursuant to Section 15, a Party will remain liable for all invoices, charges, and Services provided by the other Party up to the

termination date whether or not invoiced by the termination date, as well as any applicable early termination liabilities.

- 14.7. Termination of this Agreement is without prejudice to any other right or remedy of the Parties. Termination of this Agreement for any cause does not release either Party from any liability that:

14.7.1. at the time of termination, has already accrued to the other Party;

14.7.2. may accrue in respect of any act or omission before termination; or

14.7.3. from any obligation that is expressly stated to survive termination.

15. AUDIT RIGHTS

- 15.1. Each Party to this Agreement will be responsible for the accuracy and quality of any information submitted to the other Party. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to service provided under this Agreement, including billing and invoicing, once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing or compliance with this Agreement. An audit is a comprehensive review of bills for Services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) audit per twelve (12) month period commencing from the Effective Date, with the assistance of the other Party ("Audited Party"), which will not be unreasonably withheld. The audit period will include no more than the preceding twelve (12) month period as of the date of the audit request.
- 15.2. Upon thirty (30) Days written notice by the Requesting Party to the Audited Party, the Requesting Party shall have the right through its authorized representative to make an audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the Services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the audit, the documents and processes to be reviewed, and the time, place and manner in which the audit shall be performed.
- 15.3. Subject to the restrictions set forth herein, the Audited Party will cooperate fully with the Requesting Party. The Audited Party agrees to provide reasonable audit support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines). In addition, the following guidelines and restrictions shall apply to any such audit:
- 15.3.1. the Audited Party may require the Requesting Party's employees or representatives to conduct the audit on the premises of the Audited Party;
- 15.3.2. the Audited Party will have the right to have an employee or representative present at all times during the audit;
- 15.3.3. the Requesting Party will not have direct unrestricted access to the Audited Party's computer database without the consent of the Audited Party;
- 15.3.4. the Requesting Party will be entitled to review only those specific records of the Audited Party directly related to customer activations, deactivations, customer billing records, and any records directly related to monetary obligations or restrictions on business activities of a Party hereunder. The Requesting Party's audit of activation, deactivation, and customer billing records will be limited to a reasonable random sampling audit of such records.
- 15.4. Each Party shall bear its own expenses in connection with the conduct of the audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the audit will be paid by the Requesting Party. For purposes of this Section, a special data extraction is the creation of an output record or informational report (from existing

data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent audit.

- 15.5. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties.
- 15.6. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 15.7. The audit rights set forth in this Section, and the right to obtain the benefit of any appropriate adjustments based on such audits, shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement. Each Party will maintain complete and accurate records during the Term of this Agreement and for one (1) year after the expiration or termination of this Agreement, in a form reasonably sufficient to substantiate Intrado orders, compensation or reporting obligations, payments, and any other obligations under this Agreement.

16. CONFIDENTIALITY

- 16.1. The following provisions will govern the exchange of information between the Parties. To the extent such provisions are in conflict with the provisions of a separate non-disclosure agreement between the Parties, the separate agreement shall be controlling, except that the following provisions shall survive the earlier expiration or termination of any separate agreement.
- 16.2. All information which is disclosed by one Party ("Disclosing Party") to the other Party ("Recipient") in connection with this Agreement, including the terms and conditions herein, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary and subject to this Agreement ("Confidential Information"). Such information includes, but is not limited to, orders for Services, usage information in any form, and CPNI as that term is defined in 47 USC §222 and the rules and regulations of the FCC.
- 16.3. During the term of this Agreement, and for a period of five (5) years thereafter, Recipient shall use any Confidential Information only for the purpose of performing under this Agreement, and safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information. The Recipient shall hold such Confidential Information in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and who are subject to written obligations protecting and restricting their use of such Confidential Information to the same degree as set forth in this Agreement. The Recipient shall hold such Confidential Information in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and who are subject to written obligations protecting and restricting their use of such Confidential Information to the same degree as set forth in this Agreement.
- 16.4. Recipient shall have no obligation to safeguard Confidential Information:
 - 16.4.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party;

- 16.4.2. which becomes publicly known or available through no breach of this Agreement by Recipient;
- 16.4.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure;
- 16.4.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 16.5. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.
- 16.6. Each Party agrees that in the event of a breach of this Section **16** by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
- 16.7. Except as otherwise expressly provided in this Section 16 nothing herein shall be construed as limiting or waiving the rights of either Party with respect to its customer information under any applicable law, including without limitation 47 USC §222.
- 16.8. If any material non-public information is disclosed, the receiving Party agrees that it will comply with SEC Regulation FD (Fair Disclosure), and refrain from trading in the Disclosing Party's stock until that material non-public information is publicly disseminated.
- 16.9. All Confidential Information remains the property of the Disclosing Party unless otherwise specified in writing. Such Confidential Information, including all copies of such information, must be returned to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and, in any event, upon termination of this Agreement. At the request of the Disclosing Party, the Receiving Party will furnish a certificate of an officer of the Receiving Party certifying that Confidential Information not returned to Disclosing Party has been destroyed.

17. LIMITATION OF LIABILITY

- 17.1. Except with respect to the Parties' respective indemnification obligations under Section 18, neither Party, its parents, subsidiaries, affiliates, agents, servants or employees shall be liable for damages arising from errors, mistakes, omissions, interruptions, delays, outages or interference in the course of establishing, furnishing, rearranging, moving, terminating, changing, providing or failing to provide Services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the Services or facilities) in the absence of willful misconduct.
- 17.2. Notwithstanding the foregoing, in no event shall CenturyLink's liability to Intrado or Intrado's liability to CenturyLink for a service outage exceed an amount equal to the proportionate charge for the Service provided for the period during which the Service was affected.
- 17.3. Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue, lost business opportunities, or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, and irrespective of whether the other Party was or should have been aware of the possibility of such losses, except that the foregoing shall not limit a Party's obligation under Section 18 to indemnify, defend, and hold the other Party harmless against claims brought by third parties, including claims by Intrado's end-users.

- 17.4. Unauthorized Access and Hacking: Except for physical damage to Intrado's facilities or its end user's premise equipment directly caused by CenturyLink's negligence or willful misconduct, CenturyLink is not responsible for unauthorized access to, or alteration, theft, or destruction of data, programs or other information belonging to Intrado or any of its end users through accident, wrongful means or any other cause while such information is stored on or transmitted across CenturyLink-provided network facilities or equipment of Intrado or its end users.
- 17.5. Liability for Content: A Party shall not be responsible for the content of any information transmitted, accessed, or received by the other Party or its End Users through the provision of the Services.

18. INDEMNIFICATION

- 18.1. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof.
- 18.2. Mutual Indemnification for Personal Injury, Death or Damage to Personal Property. Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors from and against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property to the extent caused, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents
- 18.3. Intrado Indemnification. Intrado will indemnify and defend CenturyLink, CenturyLink's officers, directors, agents, and employees and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of:
 - 18.4. Intrado's failure to obtain required permits, licenses, or consents necessary to enable CenturyLink to provide the Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to CenturyLink's general qualification to conduct business;
 - 18.5. Transmissions by Intrado or its end users, or transmissions by parties authorized by Intrado or its end users, of, information, data, or messages over the CenturyLink-provided network leading directly or indirectly to third party claims: (1) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (2) for infringement of patents arising from the use of equipment, hardware or software not provided by CenturyLink; and (3) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
 - 18.5.1. CenturyLink's failure to pay any tax to the extent that CenturyLink relied on Intrado's claimed legitimate exemption under applicable law;
 - 18.5.2. Intrado's breach of software licensing requirements;
 - 18.5.3. Intrado's failure to comply with any usage requirements or restrictions for the Service in this Agreement;
 - 18.5.4. Except as provided in Section 18.1, all claims by Intrado's subscribers related to services provided under this Agreement.
- 18.6. CenturyLink Indemnification: CenturyLink will indemnify and defend Intrado, Intrado's officers, directors, agents, and employees and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. But CenturyLink's obligations under this Section will not apply if the infringement or violation is caused by Intrado's modification to CenturyLink-provided software,

equipment or Services; combination of CenturyLink-provided services or products with other services or products; functional or other specifications that were provided by or requested by Intrado; or Intrado's continued use of infringing Services after CenturyLink provides reasonable notice to Intrado of the infringement. For any third party claim that CenturyLink receives, or to minimize the potential for a claim, CenturyLink may, at its sole option, either:

- 18.6.1. procure the right for Intrado to continue using the Services;
- 18.6.2. replace or modify the Services with comparable Services; or
- 18.6.3. terminate the Services.

- 18.7. Rights of Indemnified and Indemnifying Parties. To be indemnified, the party seeking indemnification must promptly notify the other party in writing of the claim (unless the other party already has notice of the claim); give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement; and not, by any act, admission, or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense. The indemnifying Party shall not be liable for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 18.8. When the lines or services of other companies and carriers are used in establishing connections either to, or from, points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 18.9. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or pursuant to any order of a regulatory commission having jurisdiction over the Service, and to the extent the Service provided or contemplated under this Agreement constitutes a Telecommunications Service, provide, in its Tariffs and contracts with its end users or subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any end users or subscriber or third party for (i) Consequential Damages, or (ii) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the services or functions that gave rise to such loss.
- 18.10. Remedies. The foregoing provisions of this Section state the entire liability and obligations of the indemnifying party and any of its affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to the claims described in this Section.

19. COOPERATION ON FRAUD

- 19.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

20. NOTICES

- 20.1. Written notices sent to the address below using certified mail, or delivered in person, shall be effective when sent.

If to Intrado:

Director-Carrier Relations
Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503

If to CenturyLink:

Director Wholesale Markets
CenturyLink
KSOPKJ0201-2076
5454 W. 110th Street
Overland Park, KS 66211

- 20.2. If delivery, other than certified mail is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

21. AMENDMENT

- 21.1. This Agreement may only be modified by a written amendment signed by an authorized representative of each Party.

22. ASSIGNMENT

- 22.1. If any Affiliate (as defined below) of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement without the necessity of any prior written consent by the other Party. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Intrado or CenturyLink and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.
- 22.2. Except as provided above, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, shall be void, unless the prior written consent to such assignment has been obtained from the other Party, which consent shall not be unreasonably withheld or delayed.

23. SEVERABILITY

- 23.1. If any provision of this Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the Parties will negotiate a mutually acceptable replacement provision consistent with the Parties' original intent.

24. SURVIVAL

- 24.1. The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, payment and all other that by their content are intended to survive the expiration or termination of this Agreement will survive and continue in effect.

25. WAIVER

- 25.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 25.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall constitute as a general waiver or relinquishment of such term, right or condition.
- 25.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

26. INDEPENDENT CONTRACTORS

- 26.1. It is the intention of the Parties that each Party shall be an independent contractor under this Agreement. The Parties' relationship and this Agreement does not constitute or create an association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates, and neither Party shall have the right or power to bind or obligate the other.

27. THIRD PARTY BENEFICIARIES

- 27.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent CenturyLink or its affiliates from providing its Telecommunications Services to other carriers.

28. CONSTRUCTION, HEADINGS AND REMEDIES

- 28.1. The Parties agree that this Agreement will not be construed against the drafter since each Party has sufficient business experience and has had sufficient opportunity to seek the assistance of legal counsel prior to the execution of the Agreement.
- 28.2. The headings and numbering of Sections and Parts in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 28.3. Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

29. FORCE MAJEURE

- 29.1. Neither Party will be responsible for any delay, interruption or other failure to perform under this Agreement due to any acts or causes beyond the control of the Party whose performance was affected thereby, including without limitation: Acts of God (e.g., natural disasters, lightning) actions of any civil or military governmental authority, including enactment or issuance of laws, orders, rules, regulations, or directions that prohibit or prevent such performance, epidemics, quarantine, marshal law, wars, riots, insurrections, terrorist activities, and civil commotions, explosions and fires, power outages, flood, embargoes, strikes, labor disputes, inability to obtain equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities and other acts of third parties.

29.2. No delay or other failure to perform shall be excused pursuant to this Section unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay.

30. ENTIRE AGREEMENT AND FURTHER ACTION

30.1. This Agreement, including all referenced schedules and attachments, constitutes the entire Agreement and understanding between the Parties. It supersedes all prior or contemporaneous negotiations or Agreements, whether oral or written, relating to its subject matter.

30.2. Each Party, upon the reasonable request of the other Party, agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the intent and purposes of this Agreement.

31. COUNTERPARTS

31.1. This Agreement may be executed in any number of counterparts with the same effect as if each Party had signed the same document.

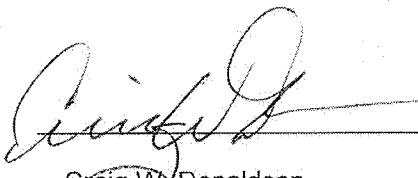
32. RESERVATION OF RIGHTS

32.1. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry forums.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives.

Intrado

By:



Name: Craig W. Donaldson

Title: Senior Vice President, Regulatory
& Government Affairs, Regulatory
Counsel

Date: May 10, 2011

CenturyLink

By:



Name: Michael R. Hunsucker

Title: Vice President - CLEC

Date: 5-18-11

SCHEDULE A

WIRELINE E911 NETWORK SERVICES COMMERCIAL INTERCONNECTION AGREEMENT

- A. Defined Terms and General Scope
- B. Point of Interconnection and Trunking
- C. Signaling and Database Requirements
- D. Porting Provisions
- E. Inter-Selective Routing
- F. Billing Arrangements and Ordering Processes

A. Defined Terms and General Scope.

1. As used in this Schedule A, the term "**Primary Provider**" shall refer to a Party that has been designated by an E911 Authority to be the primary Wireline Emergency 911 Network services provider within the geographic area served by such E911 Authority. Any reference to a "Primary Provider" shall apply only to the specific geographic area served by such E911 Authority.
2. As used in this Schedule A, the term "**Secondary Provider**" shall refer to a Party in situations where:
 - (a) the Wireline E911 Network services or facilities of such Party are used to provide E911 Service in geographic areas where such Party has not been designated as the Primary Provider; or
 - (b) such Party needs to interconnect with the Primary Provider to satisfy such Party's obligation to provide its End User customers with 911 and E911 calling.
3. The Parties acknowledge the provisions of this Schedule A will apply when either Party is the Secondary Provider or the Primary Provider.
4. If a third party has been designated by the E911 Authority to serve as the Primary Provider of Wireline Emergency 911 Network services, the Parties shall negotiate separately with such third party and/or the E911 Authority with regard to the provision of E911 Service. All relations between a Party to this Agreement and such third party are separate from this Agreement and neither Party makes any representations on behalf of the third party.
5. With respect to all matters covered by this Agreement, both Parties shall comply with industry standard operating methods and practices and observe the rules and regulations of their respective lawfully established tariffs or contractual obligations covering the provision of E911 Service.

6. In government jurisdictions where a Party is contracted to be the Primary Provider of the E911 Network to the E911 Authority, the other Party shall participate in the provision of the E911 system and route End Users' E911 calls to the Primary Provider in accordance with this Agreement, applicable tariffs or pursuant to separate agreement with such E911 Authority, as appropriate.
7. Service Locations. The Parties agree to maintain a current list of E911 Systems where one Party is the Primary Provider and the other Party is the Secondary Provider in the State of Virginia, which shall be attached as an Exhibit to this Agreement, and which shall be updated from time to time, as appropriate.
8. Subject to the requirements of this Schedule A with respect to interconnection for 911 purposes, database access and management, signaling, and inter-selective routing where implemented, the E911 Services provided by the Parties under this Agreement shall include:
 - (a) Transporting 911 calls originating from the Secondary Provider to a POI established in accordance with Section B below.
 - (b) Switching and transporting 911 calls originating from the Secondary Provider from the POI to the designated primary PSAP or to designated alternate locations.
 - (c) Supplying data and information to enable PSAPs or designated alternate locations to identify and display the telephone numbers of End Users who originated the 911 calls along with the associated names and/or street address (or central office identification codes if ANI is not available).
 - (d) Storing and updating the names, street addresses and associated telephone numbers of the End Users that are provided by the Secondary Provider in an electronic database of the Primary Provider's E911 Data Base Management System (DBMS), including the ALI database;
9. The E911 Services provided to an E911 Authority may consist of the following features or configurations, but are not limited to:
 - (a) Automatic Number Identification (ANI);
 - (b) Automatic Number Identification and Selective Routing;
 - (c) Automatic Number Identification and Automatic Location Identification (ALI); and
 - (d) Automatic Number Identification, Selective Routing and Automatic Location Identification.

B. Point of Interconnection and Trunking for 911 Purposes

1. The POI(s) will be established at the following location(s), in the order of preference indicated, namely:
 - (a) where CenturyLink is the Primary Provider for a PSAP or where CenturyLink is the Primary Provider for a PSAP that has contracted for Intrado to serve as its Primary Provider, at the CenturyLink Selective Router that serves or formerly served the PSAP for which the 911 calls are destined,

- (b) at a CenturyLink Local Tandem, if any, that serves the Rate Center in which the PSAP is located,
 - (c) at a CenturyLink End Office serving the Rate Center in which the PSAP is located provided however, that if there is more than one CenturyLink End Office serving such Rate Center, then the POI shall only be required be at one End Office within the Rate Center in which the PSAP is located, and provided further, that if the Rate Center serves more than one PSAP, then the POI shall be at the CenturyLink End Office having a Selective Router, if any.
 - (d) at a CenturyLink Access Tandem, if any, that serves the Rate Center in which the PSAP is located, or
 - (e) at any other location which is mutually agreed to by the Parties.
2. The following conditions and requirements shall also apply to any POIs established pursuant to this Agreement:
- (a) Notwithstanding the foregoing, nothing in this Agreement precludes CenturyLink from its using a third party provider for aggregating and delivering 911 traffic to Intrado, in which event the POI established between the third party provider and Intrado shall be deemed to constitute the POI between the Parties to this agreement with respect to such traffic, but only so long as the 911 traffic routed by CenturyLink to such third party is destined for PSAPs that are also being reached by the third party through such POI. Unless mutually agreed to between the Parties, CenturyLink will not use a third party to deliver 911 traffic to Intrado if such arrangement involves more than one stage of Selective Routing before such traffic is delivered to Intrado.
 - (b) Where Intrado is the Primary Provider for a PSAP, the POI established for delivery of CenturyLink's own End User subscribers' 911 calls to Intrado shall also be used for the delivery of any third party 911 calls delivered by CenturyLink to Intrado, which are destined for the same PSAPs served by such POI, unless an alternative POI is mutually agreed to and established between the Parties to this agreement. Such third party 911 traffic may be inclusive of CLECs, Wireless, VoIP, and/or another ILEC's traffic.
 - (c) Where CenturyLink is the Primary Provider for a PSAP, the POI established for delivery of Intrado's own End User subscribers' 911 calls to CenturyLink shall also be used for the delivery of any third party 911 calls delivered by Intrado to CenturyLink, which are destined to the same PSAPs served by such POI, unless an alternative POI is mutually agreed to and established between the Parties to this agreement. Such third party 911 traffic may be inclusive of CLECs, Wireless, VoIP, and/or another ILEC's traffic.
 - (d) The Secondary Provider shall only transport third party 911 traffic to a POI established under this Agreement if such third party 911 traffic is being routed to the same PSAPs that are reached through such POI. Nothing set forth in this Agreement shall preclude the Primary Provider from seeking compensation from a third party for transporting the 911 traffic of such third party on the Primary Provider's side of the POI.
 - (e) Where third party 911 traffic discussed in this Section 2 is inclusive of both wireless and wireline type 911 traffic, the Secondary Provider will segregate wireless and wireline 911 traffic over separate and distinct trunk groups; and will also establish related trunk groups in compliance with default routing requirements, if specified by the PSAP.

3. One-way trunks shall be utilized for the purpose of emergency call routing applications where the secondary provider does not have a selective router. Necessary inter-selective routing trunking requirements would be deployed as defined below.
4. Neither Party shall be required to utilize direct end office trunking to the other Party's Selective Router in conjunction with class marking / line attribute routing, provided however, that such direct end office trunks may be utilized where the Secondary Party's end office is entirely served by a single PSAP.
5. A Party may aggregate and/or transport traffic from its chosen location to the POI.
6. Both the Primary and Secondary Providers shall provide and maintain sufficient interoffice dedicated E911 trunks and central office equipment so that adequate and sufficient E911 Service or E911 Network services will be furnished at all times to both Parties' End Users.
7. The Parties shall deploy their networks in a geographically diverse and redundant manner to the extent required to maintain any government mandates.
8. Each Party will be responsible for engineering, provisioning and maintaining its network on its side of the POI. Design and maintenance principles utilized will be consistent with providing and maintaining the most reliable and efficient manner of delivering 911 calls to the appropriate PSAP or Wireline Emergency 911 Network.
9. Split Wire Centers
 - (a) Where a Party has End Users served by a Wire Center that is within the jurisdiction of more than one E911 Authority, then if (a) that Party does not segregate 911 calls from its End Users between the E911 Authorities, and (b) that Party has not been selected as the Primary Provider for all PSAPs in the Wire Center, the Parties shall negotiate with each other, and with the affected E911 Authorities, to make appropriate arrangements for call routing, trunking and/or handoff arrangements.
 - (b) Where a Party segregates 911 calls from its End Users between the E911 Authorities, the methods, processes and systems employed by the Party to segregate the 9-1-1 calls will be under the control of and the responsibility of that Party.
10. Exchange of Third Party Traffic

The exchange of Third Party Traffic between the Parties shall be subject to the terms, provisions and requirements of this Agreement. The Parties agree to notify the other Party thirty (30) days prior to passing the Third Party Traffic for each third party provider.

C. Signaling and Database Requirements

1. Common Channel Signaling System (CCS7) is a network signaling technology using Signaling System 7 (SS7) protocol in which all signaling information between two or more signaling nodes is transmitted over dedicated, high-speed data links (out-of-band signaling), rather than over the public switched network (in-band signaling).

2. Where both Parties have deployed Signaling System 7 (SS7) signaling protocol, the Parties shall use such SS7 signaling for establishing interconnecting trunks between the Parties Wireline Emergency 911 Network. The Primary Provider will be responsible for submitting all necessary orders to their signaling partner to establish the signaling path to the other Party.
3. In geographic areas where a Party has been designated as the Primary Provider by the E911 Authority, the ALI database shall be managed and exclusively owned by the Primary Provider, although such ALI database may contain records provided by the other Party.
4. Subscriber data provided to an ALI database by a Party is owned by such Party.
5. Each Party shall be solely responsible for providing database records to the Primary Provider on a timely basis for inclusion in the Primary Provider's ALI database, and each Party agrees to provide the necessary network and ALI database support services that will enable the Primary Provider to fully integrate all End Users into the E911 system.
6. The Parties shall arrange for the automated input and periodic updating of the E911 database information related to End Users. The Parties shall work cooperatively to ensure the accuracy of the data transfer by verifying it against the MSAG. The Parties shall accept and submit electronically transmitted files that conform to a mutually agreeable NENA format.
7. Each Party shall provide information on its new End Users to the other Party within one (1) business day of the order completion. A Party shall update its ALI database within two (2) Business Days of receiving such data from the other Party or at an interval that is at Parity with database updates by such Party for its own End Users.
8. If a Party detects an error in data provided by the other Party, the data shall be returned to other Party within two (2) Business Days from when it was provided. The Party initially providing the data shall respond to requests from the other Party to make corrections to database record errors by uploading corrected ALI information records within two (2) Business Days. Manual entry shall be allowed only if the data transfer process or DBMS system is not functioning properly.
9. The Party that manages the ALI database shall transmit to the other Party daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs to the extent applicable.
10. To the extent allowed by the E911 Authority, and where available:
 - (a) The Primary Provider shall provide an initial MSAG load and daily updates to the Secondary Provider for use in submitting MSAG valid end-user record information to the Primary Provider. The information shall be provided in a mutually agreed medium in a format compliant with NENA recommendations.
 - (b) Each Party shall provide on an annual basis, copies of its records submitted for inclusion in the Primary Provider's ALI database to be used for an ALI audit.
11. Each Party shall assign an E911 database coordinator charged with the responsibility of forwarding their end-user ALI record information to the other Party or via a third-party entity, charged with the responsibility of ALI record transfer. Each Party assumes all responsibility for the accuracy of the data that it provides to the other Party.

12. Each Party agrees to treat all data on the other Party's end-users provided under this Agreement as confidential in accordance with CPNI rules and to use data on such end-users only for the purpose of providing E911 Services. In accordance with CPNI rules, each Party may also use such end-user data to provide "Emergency Services," "Emergency Notification Services," and "Emergency Support Services" as those terms are defined in the Wireless Communications and Public Safety Act of 1999
13. Porting Provisions
 - (a) When a Party's End User ports to another service provider, that Party is responsible for unlocking the End User's information in its 911/ALI database. The Parties acknowledge that porting provider is responsible for sending a migrate record, updating the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to the PSAP call centers.
 - (b) The Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when an End User ports to another service provider, so that the End User shall not be dropped from the 911 database during the transition, provided however, that neither Party shall be deemed to have control over or responsibility for a porting provider that is not a Party to this Agreement.

D. Inter-Selective Routing Trunking, Where Applicable

1. The Parties will work together to establish a point of interconnection between their respective Wireline Emergency 911 Networks for inter-selective routing purposes and to jointly engineer and establish mutually agreeable trunks from a Party's E911 routing network for PSAP call transfers from that Party's subtending PSAPs to the other Party's subtending PSAPs.
2. TWO WAY TRUNKS SHALL BE UTILIZED IF THE PARTIES DEPLOY E911 INTER-SELECTIVE ROUTER TRUNKING CONFIGURATIONS. THESE TRUNK CONFIGURATIONS SHALL BE DEPENDENT UPON THE E9-1-1 SELECTIVE ROUTER CAPABILITIES OF THE PARTIES. E9-1-1 INTER-SELECTIVE ROUTER TRUNKING SHALL ALLOW THE TRANSFER OF E9-1-1 CALLS BETWEEN PSAPS SUBTENDING ON EACH PARTY'S RESPECTIVE E9-1-1 NETWORK IN ADJACENT COUNTIES.
3. The Parties shall cooperate to determine the configuration of these inter-Selective Router trunk groups based upon the existing networks of each Party. The Parties will notify each other in advance of any upgrades to their Selective Routers that would require or enable a different transfer trunk configuration.
4. Where technically capable, each Party will establish and maintain appropriate Selective Routing database updates and/or trunk routing translations as necessary to support inter-Selective Router PSAP call transfer capability requested by the E911 Authority.
5. The Parties will maintain appropriate dial plans to support inter-Selective Router PSAP call transfer, and each Party shall notify the other of changes, additions, or deletions to their respective inter-Selective Router dial plans

6. Each Party will be responsible for alarming and monitoring their respective originating E911 inter-Selective Router trunks. Each Party shall notify the other of any service outages on their respective inter-Selective Router trunk(s), and work cooperatively to restore service.
7. The Parties shall load pANI Shell Records and update ALI steering tables in both Parties' ALI databases to support PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g. wireless and nomadic VoIP calls).
8. Where technically feasible and mutually agreed to by both Parties, the Parties will enable PSAP-to-PSAP call transfer with ALI for E911 calls made by a Party's End Users.

E. Billing Arrangements and Ordering Processes

1. Neither Party will bill the other any form of per minutes of use based compensation for 911 calls that are delivered to either Party's E9-1-1 networks such as reciprocal compensation charges, access charges, or transit charges.
2. Nothing in this agreement precludes either Party from directly billing the E911 Authority for services and equipment provided by such Party.
3. The Parties agree that any ordering processes, provisioning and implementation plans that are developed pursuant to Section 8 of the Agreement shall be consistent with existing industry standards.

PRICING SCHEDULE B

Intrado Communications Inc.	One Time Fee	Monthly Recurring Charge
DS1 911 Per Port Charge	\$0.00	\$0.00
DS0 911 Per Port Charge	\$0.00	\$ 0.00

CenturyLink

USOC	COS	Rate Element	CLLI Code	Band	MRC	NRC
CLSOC	XCIN0	Service Order Charge				\$0.00
SUPI: XF0	N/A	Project Management & Coordination Fee				\$0.00 Per Project Or \$0.00 per Selective Router Connection
CL911	XCIN0	DS0 911 Tandem Port			\$0.00	\$0.00